December 21, 2020

Deborah Clonts
7105 Birdsnest Way
Temple, TX 76502

Judge Robert D. Drain
U.S. Bankruptcy Court
For the Southern District of New York
300 Quarropas Street
White Plains , New York 10601

In re Purdue Pharma L.P., et all

Case No. 19-23649 (RDD)

United States Bankruptcy for the Southern District of New York

Dear Honorable Judge Drain,

AMENDED MOTION FOR LIFT OF AUTOMATIC STAY

1. Your Honor the Claims No. 10231, Claim No. 67036, Claim No. 614341and Claim No. 615270 is a debt obtained by the Debtors with their aggressive, fraudulent behavior which they eagerly plead guilty in a United States Federal Court Room to and avoided prison time. I would not be here today without the fraud committed by Purdue Pharma, LLP and the devastating toll it's taken on my life. The facts of the case that we now know, the far reaching and destructive effects of their actions force me today to invoke the Crime–Fraud Exception as described in bankruptcy code under Section 523(a)(2)(A), which provides that a debtor may not discharge debts incurred as a result of fraud and may not obtain a discharge as a result of fraud The debt is then due and payable in full.

1. It is public record that Purdue Pharma/Sackler family plead guilty to fraud.
2. Plead guilty to Dual-Object Conspiracy to Violate the Food and Drug and Cosmetic Act
3. Plead guilty to violating Anti-Kickback Statute.
4. In Docket 1753 an order granting the UCC the right to see privileged documents, based on good cause, crime fraud was issued.
5. I'm seeking damages of $7,000,000.00. as per the claims

Thank you in advance, is applied,
Sincerely,
Deborah Clonts
Deborah Clonts

THIS CERTIFIES THAT A COPY WAS MAILED USPS TO
MARSHALL S HUEBNER
DAVIS POLK & WARDWELL LLP
450 LEXINGTON AVENUE
NEW YORK, NY 10017

guilty pleas and a judgment of conviction is entered by the District Court that is consistent with the terms of the agreed disposition included in the Plea Agreement, and if PPLP otherwise fully complies with all of the terms of the Plea Agreement, the United States will not initiate any further criminal charges against PPLP, Purdue Pharma Inc., or their present and former companies, affiliates (including certain independent associated companies), divisions, or subsidiaries, or their predecessors, successors, or assigns in connection with the conduct encompassed by the DOJ Resolution or known to NJ USAO, VT USAO, the United States Attorney's Office for the Southern District of New York ("**SDNY USAO**"), or DOJ Consumer Protection as of the date of the Plea Agreement.

20. PPLP has agreed to plead guilty to three counts as detailed in the Plea Agreement. Count One will charge PPLP with a dual-object conspiracy to defraud the United States in violation of 18 U.S.C. § 371 and to violate the Food, Drug, and Cosmetic Act in violation of 21 U.S.C. §331, 333(a)(1) and 353, all in violation of 18 U.S.C. §371. The parties agree that the time period of the conspiracy described in Count One will be May 2007 through March 2017.

21. Count Two will charge PPLP with conspiracy to violate the Federal Anti-Kickback Statute related to Purdue's payments to healthcare providers, contrary to 42 U.S.C. § 1320a-7b(b), in violation of 18 U.S.C. § 371. The parties agree that the time period of the conspiracy described in Count Two will be June 2009 through March 2017.

22. Count Three will charge PPLP with conspiracy to violate the Federal Anti-Kickback Statute related to Purdue's payments to Practice Fusion, a cloud-based EHR platform, contrary to 42 U.S.C. § 1320a-7b(b), in violation of 18 U.S.C. § 371. The parties agree that the time period of the conspiracy described in Count Three will be the fall of 2015 through June 2017.

EXHIBIT 22

From: MDAS
To: Jacques Theurillat; Wikström, Åke ; Martinez, Alberto (MBL)
Sent: 2/18/2019 11:32:47 PM
Subject: Re: Remsima and Truxima

Redacted for Privilege

Regards,

Mortimer

On Feb 18, 2019, at 6:17 PM, Baker, Stuart D. <s[redacted]> wrote:

Dear All,

Redacted for Privilege

Stuart

On Feb 18, 2019, at 5:36 PM, MDAS Mortimer Sackler > wrote:

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Regards,

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On Feb 18, 2019, at 1:10 PM, Jacques Theurillat <j[redacted]> wrote:

Thanks Bryan.

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Sent from my iPad

On 18 Feb 2019, at 12:31, Lea, Bryan <[redacted]> wrote:

Dear All,

Redacted for Privilege

Redacted for Privilege

Kind regards

Bryan

From: peter.choi([redacted] <[redacted]>
Sent: 18 February 2019 05:03
To: Lea, Bryan <[redacted]>
Subject: RE: Remsima and Truxima

EXTERNAL_EMAIL

Dear Bryan,

I have carefully read the Nomura report and while I do understand your comments and concerns, I hav e to say that I do not agree with your characterization that it conflicts with our position vis a vis our part nership.

In fact, the Nomura report is consistent with CTHC's notice to Mundipharma that the profitability of the distribution relationship has been declining and is no longer sustainable. As I am sure Mundipharma w ould agree, no business partnership can continue when one side or both are not making reasonable pr ofit or losing money. Under such circumstances, the only remedy is to restructure the commercial ter ms so that the business can become sustainable or, if that fails, terminate the partnership -- that is wha t our contract provides. What is not in the Nomura report (for understandable reasons) is that our part nership with some of our distributors like Mundipharma is indeed unsustainable, so the report only refle cts Celltrion's broad goal of switching to direct distribution in Europe to restore a sustainable level of pr ofitability. I can see how this can cause confusion on your part. But please understand that CTHC full y respects its contractual obligations and it does not intend to breach the contract. The direct distributi on option is our last resort when we fail to come to an agreement on viable commercial terms with our partners in accordance with terms of the contract, and indeed, the Nomura report itself suggests that C elltrion will maintain relationships with those distributors who "agree with the cut in distribution mark-up ."

Again, CTHC is committed to honoring its commitments and working with Mundipharma in good faith t o come up with a mutually acceptable economic solution. If CTHC and Mundipharma can find such a solution, we will not terminate the distribution agreements.

Best regards,

Peter J. Choi

General Counsel
and Legal Director

CELLTRION INC.
23 Academy-ro, Yeonsu-gu
Incheon, 406-840, Korea
Main : 82-32-850-6400
Direct : 82-32-850-5180
Fax : 82-32-850-5042
Mobile: 82-10-9047-8893
E-mail : [redacted]

From: Lea, Bryan [mailto:[redacted]
Sent: Wednesday, February 13, 2019 5:24 AM
To: [redacted]
Subject: Remsima and Truxima

Dear Peter,

I am glad we were able to meet in Amsterdam and my colleagues and I are grateful for the constructive and productive discussions. We were also reassured by the several assurances in the meeting that Celltrion does not want to terminate our contracts and positively would prefer to continue the relationship with Mundipharma, which has been so successful to date to the mutual benefit of our companies.

As agreed in Amsterdam, Chris Surridge will be writing to Kai with Mundipharma's proposal on how the economic terms of our relationship might be varied to accommodate Celltrion's requests. We remain committed and ready to discuss this proposal in good faith. However, before Chris can finalise the proposal, he needs to see the information Kai agreed to provide during the meeting in Amsterdam, and requested by Ann Dugdale last week. We would be grateful if you could expedite the response.

One particular reason for me writing to you is to raise Mundipharma's concerns about the attached, very recent Nomura report, which came to our attention late last week. In Amsterdam, we asked about a number of reports from analysts and in the media that Celltrion was planning to set up its own operation in Europe. Your team stated that these reports related only to Remsima SC and would not impact on the continuation of our contracts for Remsima, Truxima and Herzuma. The Nomura report, however, articulates, in more detail than previous reports, Celltrion Healthcare management's plans to switch to direct distribution of existing products in Europe during 2019. For example, the report says:

- Celltrion Healthcare management has warned that Q418 and 1H19 sales revenues will miss forecast due to channel restructuring, which clearly refers to sales of current products, not the SC
- There is likely to be a trough in 1H19 sales as Celltrion reduces the inventory levels of existing partners
- Contracts with distributors who do not agree to a cut in their mark-up will be terminated, resulting in a reduction of orders
- Celltrion Healthcare expects to achieve a 20% margin recovery through switching to direct distribution
- Interestingly, in the context of our discussions in Amsterdam, Celltrion Healthcare intends to share this margin saving with Celltrion Inc.

I am sure you will understand our concern that this information appears wholly at odds with Celltrion's assurances in Amsterdam that it wants to continue its current contracts with Mundipharma. Understandably, questions are being asked whether Celltrion really is committed to good faith negotiations, as you indicated in Amsterdam, or whether it has already decided to attempt to terminate our contracts by whatever means. Please, therefore, can you explain as soon as possible how we are to understand the Nomura report and what Celltrion's intentions are towards Mundipharma.

I mentioned Remsima SC above. We deferred discussion of this in Amsterdam, but I do want you to be aware

of our legal advice that the SC is covered within the definitions of Products and Drug Products under the Remsima agreement. The contract wording is clear and information publicly available indicates that the products are the same.

The other matter I would like to raise is the request we made in Amsterdam for Celltrion to withdraw the 17 January notices, to enable the good faith negotiations to proceed expeditiously and without interruption or distraction. We have carefully studied the financial information provided in Amsterdam and your contractual argument in respect of the Truxima contract, which would be adjudicated under New York law. It is clear to us that Celltrion has not provided evidence either of a lack of reasonable profit made on Remsima or of qualifying losses for Truxima. We are confident, therefore, that we have strong legal grounds to overturn the notices.

We would prefer not to have to do this, as litigation will be disruptive to both our companies, and is very likely to damage product sales and result in negative publicity. Accordingly, we do urge you to withdraw the notices this week to allow the commercial discussions to continue undisturbed.

I look forward to hearing from you.

Regards

Bryan Lea
European General Counsel

Direct: [redacted]
Internal: 2460
Mobile: [redacted]
Email: [redacted]

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Mundipharma International Limited
Cambridge Science Park, Milton Road, Cambridge CB4 0AB
www.mundipharma.com

Mundipharma International Limited is a company registered in England and Wales with the company number 02763367.

Registered office and Principal place of business at Cambridge Science Park, Milton Road, Cambridge, CB4 0AB, tel: +44 (0) 1223 424 211, fax: +44 (0) 1223 426 626, www.mundipharma.com

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European General Counsel

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